

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Civ. Action No. 14-00029-AB

Plaintiffs,

v.

National Football League and
NFL Properties LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

NOTICE OF AND PETITION FOR ATTORNEY'S FEE LIEN

Pursuant to Rules of Procedure, and the executed Retainer Agreement dated August 23, 2016, Petitioner STECKLER GRESHAM COCHRAN PLLC, attorneys for Plaintiff Leeland McElroy, in the above-entitled action, hereby notify this Court and all parties that they have an attorneys' fee lien in this case for reasonable and agreed upon attorney's fees, plus expenses, as set forth in the accompanying Petition to Establish Attorney's Fee Lien.

PETITION TO ESTABLISH ATTORNEY'S LIEN

NOW comes Petitioner STECKLER GRESHAM COCHRAN PLLC, pursuant to rules of procedure, and the executed Retainer Agreement dated August 23, 2016, and states as follows:

- (1) Petitioners are attorneys at law and file this petition to establish their lien for attorney's fees as set forth hereinafter;
- (2) On or about August 23, 2016, Petitioners were retained and employed by Plaintiff Leeland McElroy, pursuant to a Retainer Agreement, to pursue a claim for injuries and damages on Plaintiff's behalf in the NFL Concussion Settlement MDL against the NFL and any other responsible parties for any football-related injuries. A copy of the Retainer Agreement, dated August 23, 2016, is attached as Exhibit A.
- (3) The Retainer Agreement contains the following terms:
 - a. "The undersigned "Client", [Leeland McElroy], agrees to retain Bruce W. Steckler, R. Dean Gresham, and Stuart L. Cochran, "Attorneys" for any claims Client may have against the National Football League and NFL Properties LLC, successor-in-interest to NFL Properties, Inc. in connection with the National Football League Concussion Litigation (*In re National Football League Players' Concussion Injury Litigation*) or the settlement thereof, or against any other person or entity for injuries or damages sustained by Client as a result of playing in the National Football League (the "Claims")."
 - b. "Attorneys agree to handle such Claims on the following basis:
 - For any gross proceeds obtained on behalf of Client, Client shall pay and hereby assigns Attorneys 5% for registering, any additional testing, and the submitting of claims. If Client's claim is challenged, then Client shall pay and assign Attorneys 12% of gross proceeds.
 - **No fee shall be owed by Client to Attorneys if no recovery is obtained.**The term "gross proceeds" shall include the total fair market value of all monies and/or property recovered."
 - c. "In addition to legal services, the Attorneys will advance on Client's behalf reasonable expenses necessary and appropriate to developing Client's Claim. **These expenses are to be repaid by Client from Client's share of the recovery at the end of the case. But if there is no recovery, the Client will not be responsible for repayment of such expenses.** The Attorneys are authorized to incur those expenses they deem reasonable and necessary to accomplish a satisfactory resolution of the Claims and shall advance those expenses as incurred. Said expenses may include, but may not be limited to, medical testing for the Client, investigation, travel and lodging, expert witness fees, consultant fees, and expenses

relating to making a Claim against the settlement fund. **Attorneys will make their reasonable best efforts to minimize expenses such that Client's share of the recovery is not unduly diminished."**

- (4) From the date Petitioners were authorized to proceed on behalf of Plaintiff, Petitioners have actively and diligently applied themselves to the investigation, preparation, and pursuit of Plaintiff's claims, and have taken all steps necessary to prosecute those claims, including scheduling and coordinating additional testing, reviewing the voluminous medical history of Plaintiff, registering and filing claim with the settlement program, addressing deficiency notice issued, full briefing and filing of Plaintiff's denial of claim, and continuing to pursue the best interests of Plaintiff in this matter.
- (5) The specific services performed required expenses incurred by Petitioners. To date, Petitioners have incurred \$3,138.00, in expenses, as evidenced by Exhibit B.
- (6) Petitioners remain as Plaintiff's attorneys but believe that liens that have been asserted against Plaintiff's claim may interfere with recovery of our attorney fees and costs.
- (7) On March 12, 2018, Petitioners were alerted through Plaintiff's portal that Pope McGlamry PC has asserted a lien of 20% of any Monetary Award on Plaintiff's claim, despite having done absolutely no work on Plaintiff's individual claim.
- (8) Plaintiff has filed a statement contesting that lien with the Claims Administrator, but Petitioners file this Petition for Attorney's Fees in the meantime to protect their attorney's fees and costs related to the preparation and filing of Plaintiff's claim.

WHEREFORE, Petitioners pray:

- (1) That their attorney's lien for fees and expenses be determined and established;
- (2) That the Court order that Petitioners be entitled to enforce their attorney's lien against the proceeds to be derived from any settlement or judgment in this action;

(3) For such other and further relief as this Court deems just.

Dated: April 6, 2018

Respectfully submitted,

STECKLER GRESHAM COCHRAN, PLLC

/s/ Dean Gresham

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Notice of and Petition for Attorney's Fee Lien* was served on all counsel of record via the Court's ECF system on April 6, 2018.

/s/ Dean Gresham

Dean Gresham